

United States Bankruptcy Court
District of South Carolina

In re Gerald Kenneth Mixon, Jr.

Debtor(s)

Case No. 23-00533

Chapter 7

DISCLOSURE OF COMPENSATION OF ATTORNEY FOR DEBTOR(S)

1. Pursuant to 11 U .S.C. § 329(a) and Fed. Bankr. P. 2016(b), I certify that I am the attorney for the above named debtor(s) and that compensation paid to me within one year before the filing of the petition in bankruptcy, or agreed to be paid to me, for services rendered or to be rendered on behalf of the debtor(s) in contemplation of or in connection with the bankruptcy case is as follows:

For legal services, I have agreed to accept	\$ <u>5,273.00</u>
Prior to the filing of this statement I have received	\$ <u>1,959.00</u>
Balance Due	\$ <u>3,314.00</u>

2. \$ 338.00 of the filing fee has been paid.

3. The source of the compensation paid to me was:

Debtor Other (specify):

4. The source of compensation to be paid to me is:

Debtor Other (specify):

5. I have not agreed to share the above-disclosed compensation with any other person unless they are members and associates of my law firm.
 I have agreed to share the above-disclosed compensation with a person or persons who are not members or associates of my law firm. A copy of the agreement, together with a list of the names of the people sharing in the compensation is attached.

6. In return for the above-disclosed fee, I have agreed to render legal service for all aspects of the bankruptcy case, including:

- a. Analysis of the debtor's financial situation, and rendering advice to the debtor in determining whether to file a petition in bankruptcy;
- b. Preparation and filing of any petition, schedules, statement of affairs and plan which may be required;
- c. Representation of the debtor at the meeting of creditors and confirmation hearing, and any adjourned hearings thereof;
- d. [Other provisions as needed]

Negotiations with secured creditors to reduce to market value; exemption planning; preparation and filing of reaffirmation agreements and applications as needed; preparation and filing of motions pursuant to 11 USC 522(f)(2)(A) for avoidance of liens on household goods.

7. By agreement with the debtor(s), the above-disclosed fee does not include the following service:

Representation of the debtors in any dischargeability actions, judicial lien avoidances, relief from stay actions, motions to incur debt, motions to sell property, moratoriums, motions to reconsider, plan modifications after confirmation, motions to reopen, motions to redeem, or any other adversary proceeding, Defending §362 Motion by creditor, Defending Motion to Dismiss, Resolve Petition to Dismiss by Trustee, Combined §362 Motion by creditor and attending court, Motion to reinstate Automatic Stay or resumption of payment, Motion to modify post-confirmation plan, Motion for Substitution of Collateral, Motion to modify post-confirmation plan due to change in circumstances requiring new Schedule I and Schedule J, Motion to incur debt. Motion to sell property, Prevention of §362 Motion, Defending §362 Motion by creditor after a previous claim for prevention has been filed, Motion Establishing Priority of Tax Claim requiring post-confirmation plan modification, Objection to Creditor's Proof of Claim requiring post-confirmation plan modification or Plan STIP, Motion for Moratorium, Motion to Substitute Attorney, Taking over case, Address change in estate, Post-Petition consultation relating to Tax Return, Attorney Review/Release of Mortgage communication waiver, Application to Employ, Application for Settlement, Creditor Violation Letter, Consent Order Approving Loan Modification, Consent Order Lifting the Stay (to proceed in family court), Negotiation with Mortgage Creditor for Loan Modification, Negotiation with Mortgage Creditor for Loan Modification, Payable in (3) monthly installments beginning 30 days after Case filing (Portal and Non-Portal), Motion to Approve Final Loan Modification Agreement, Motion to Incur in efforts to Modify Mortgage Loan Mortgage, Loan Modification Report, Post Modification Forbearance Agreement/Workout, Letter to Appeal Denial of Loan Modification, Motion to Reinstate after Dismissal, Application for settlement to use insurance proceeds, Defense of Modification, Defense of Modification, Adequate Protection Request, Motion to Use Cash Collateral, Post Modification Forbearance Agreement/Workout File, Secured Creditor Claim, Direction of Pay/ Total Loss, Consent Order to Distribute Insurance Proceeds, Objection to Proof of Claims, Motion to Dismiss as to Deceased Debtor, Letter of Authorization, Student Loanify, Motion to Complete Case Before Plan Term,

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DISCLOSURE OF COMPENSATION OF ATTORNEY FOR DEBTOR(S)
(Continuation Sheet)

Negotiation with Trustee, and STIP payment Request and Analysis.

CERTIFICATION

I certify that the foregoing is a complete statement of any agreement or arrangement for payment to me for representation of the debtor(s) in this bankruptcy proceeding.

July 20, 2023
Date

/s/ JASON T. MOSS
JASON T. MOSS 7240
Signature of Attorney
MOSS & ASSOCIATES, ATTORNEYS P.A.
816 ELMWOOD AVENUE
COLUMBIA, SC 29201
(803)-933-0202 Fax: (803)-933-9941
lindsey@mossattorneys.com
Name of law firm

Moss & Associates

ATTORNEYS, P.A.

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"SOUTH CAROLINA'S LARGEST BANKRUPTCY FILER"

BANKRUPTCY RETAINER AGREEMENT

Moss & Associates, Attorneys P.A. and the undersigned client (referred to herein as "Client"), do on this date enter into an agreement (contract) for legal services pursuant to the terms and conditions set forth herein. We are a debt relief agency and assist people in filing for bankruptcy under the Federal Bankruptcy Code.

I. Subject

Subject to the terms and conditions of this agreement, Moss & Associates, Attorneys P.A. shall furnish legal services related to the following type of bankruptcy case:

- Chapter 13 (Reorganization) Mortgage Modification Mitigation
 Chapter 7 (Liquidation) Chapter 11 (Business)
 Conversion

II. Fees and Costs

In exchange for legal services specified herein, Client agrees to pay Moss & Associates, Attorneys, P.A. fees as follows:

PAYMENT SCHEDULE

BANKRUPTCY

1273 Attorney's Fees Down

25 Court Filing Fee

1298 Total Amount Due Prior to Filing Case

() Down Payment (Retainer)

Balance Due No Later Than JULY, 2023

LOAN MODIFICATION

\$600 by _____

\$600 by _____

\$500 by _____

\$1,700 in additional fees

In Chapter 13 cases, \$ D shall be included as a claim in Client's Chapter 13 Plan. No such claim exists in Chapter 7 cases.

The parties agree that Client will follow the payment schedule specified above. The parties acknowledge that the total cost specified does not guarantee success in mortgage modification, since the bank makes the ultimate determination. Fees for any potential federal or state adversary proceeding or related demand shall be forty percent of the recovery plus costs, unless otherwise agreed upon by parties.

Moss & Associates, Attorneys P.A. agrees that, in exchange for payment of the above specified fees, Moss & Associates, Attorneys P.A. shall perform all services associated with the bankruptcy matter including correspondence with clients, Trustee and Court regarding case administration, the creation and filing of a certification of Plan Completion, request for discharge and financial management certificate or other documents necessary for case closing and discharge. Additional supplemental fees may result in any case for work necessary as a result of unanticipated issues arising pre or post-confirmation, matters involving the default or variance from the terms of a confirmed plan, adversary proceedings, an appeal, or other compelling factors not present in a typical case. Client shall be responsible for such fees. Client acknowledges that Moss & Associates, Attorneys P.A. may be able to file a supplemental claim with the bankruptcy court, which would allow payment out of assets of the estate or Chapter 13 plan payments, which could result in an increase in Trustee payment and a smaller dividend to unsecured creditors. The terms of such supplemental fees are subject to change during the case. By signing this agreement, Client agrees to allow Moss & Associates, Attorneys P.A. to file such claims with the court without further written agreement, if such work is completed by Moss & Associates, Attorneys P.A. The parties further agree that all fees paid under this agreement are non-refundable and earned immediately by Moss & Associates, Attorneys, P.A., except as set out in the Termination clause below. Moss & Associates, Attorneys, P.A. agrees that all basic costs associated with the case, including copies, telephone, electronic filing, etc. are included. Client, however, agrees that other costs, such as supplemental fees not included in the initial fee.

III. Termination

Either party may terminate this Agreement under the following terms and conditions: first, Moss & Associates, Attorneys P.A. may withdraw from this matter and take any appropriate actions upon failure of Client to pay in a timely manner; second, Moss & Associates, Attorneys P.A. may withdraw from this matter if they determine that they have developed irreconcilable differences with the Client; and third, Client may terminate this agreement if client becomes dissatisfied with the services of Moss & Associates, Attorneys, P.A. Fees paid by Client are non-refundable, and though if Moss & Associates, Attorneys, P.A. voluntarily withdraws or Client terminates the agreement for good cause, Moss & Associates, Attorneys, P.A. may, at it's discretion, allow a refund of all or a portion of the fees paid by Client.

Client

Client

Moss & Associates, Attorneys P.A.

By: J. S. Jones
Date: 7/15/23

Notice to Consumer Debtor of Available Bankruptcy Options:

Chapter 7: Liquidation

Chapter 7 is designed for debtors in financial difficulty who do not have the ability to pay their existing creditors. Under Chapter 7, a trustee takes possession of all of your property. You may claim a certain amount of your property as exempt under governing federal and state law. The trustee then liquidates the property and uses the proceeds to pay your creditors according to priorities set by the Code.

The purpose of filing a Chapter 7 is to obtain a discharge of your existing debts. If, however, you are found to have committed certain kinds of improper conduct described in the Code, your discharge may be denied by the Court, and the purpose for which you filed the Bankruptcy petition will be defeated. Even if you receive a discharge, there are some debts that are not dischargeable under the law. Therefore, you may still be responsible for such debts including, but not limited to, certain taxes, student loans, alimony and child support, criminal restitution, and death or personal injury caused by driving while intoxicated from alcohol or drugs.

Under certain circumstances you may keep property that you have purchased subject to valid security interest. This will be explained by your attorney.

Chapter 11 (Reorganization)

Chapter 11 is designed primarily for the reorganization of a business but is also available to consumer debtors. Its provisions are complex and any decision to file a Chapter 11 Petition should be made in consultation with an attorney.

Chapter 12 (Family Farmer)

Chapter 12 is designed to permit family farmers to repay their debtors over a period of time from future earnings and is in many ways similar to Chapter 13. The eligibility requirements are restrictive, limiting its use to those whose income arises primarily from a family owned farm.

Chapter 13: (Repayments of all or part of the debtors of an individual).

Chapter 13 is designed for individuals with regular income who are temporarily unable to pay their creditors but are able to pay them in installments over a period of time. You are only eligible for Chapter 13 if your debts do not exceed certain dollar amounts set forth in Code.

Under Chapter 13, you must file a plan with the Court to repay your creditors all or part of the money that you owe them, using future earnings. Usually, the period allowed by the Court to repay debts is three years, but not more than five years. Your plan must be approved by the court before it can take effect. Under Chapter 13, unlike a Chapter 7, you may keep your property, both exempt and nonexempt, as long as you continue to make payments according to the plan.

After completion of payments under your plan, most of your debts are discharged, with the exception of certain taxes, student loans, alimony and support payments, certain debts including criminal fines and restitution and debts for death or personal injury caused by driving while intoxicated from alcohol or drugs, and long term secured obligations.

OTHER IMPORTANT NOTICES

The information you provide to this law firm and your bankruptcy attorney is critical and must be completely accurate. Giving false information to your attorney may lead to the denial of your discharge, dismissal of your case, fines, and imprisonment.

A person who knowingly and fraudulently conceals assets or makes a false oath or statement under penalty of perjury in connection with a case under this title shall be subject to fine, imprisonment, or both. In addition, all information supplied by a debtor in connection with a case filed under the bankruptcy code is subject to examination by the Attorney General.

Also available to you is credit counseling, which may be done by this law firm or another entity. Generally, credit counseling involves a collection of your debts with proposed work out plans with your creditors. These plans may allow you to repay your debts in a structured plan over time. These plans are optional for the creditors and may be viewed negatively on your credit report.

You must provide proof of a completed credit counseling course prior to filing for bankruptcy.

In addition, all information that you provide with a petition and thereafter during a case under the Bankruptcy Code must be complete, accurate, and truthful.

All assets and all liabilities are required to be completely and accurately disclosed in the documents filed to commence a case, and the replacement value of each asset as defined in Section 506 of the Bankruptcy Code must be stated in any documents requested after an inquiry to establish such value.

Also, current monthly income, the amounts specified in Section 707(b)(2), and, in a case under Chapter 13 of the Code, disposable income must be stated as defined in 707(b)(2) after a reasonable inquiry has been made.

The information you provide our office and used in your case may be audited pursuant to this title, and that failure to provide such information may result in dismissal of the case under other sanctions, including a criminal sanction.

While providing our office the information on your case, you must value your assets at replacement value. Replacement value is defined as what an item would cost if it were lost or destroyed and one of equivalent value must take its place. A common source for replacing items on a national level is through EBAY, which is an internet auction website. Nearly every item imaginable is available to be purchased, including; cars, clothes, furniture, appliances, painting, electronics and other common household items. However, replacement value on a car may involve other factors, such as dealer costs, which would increase the potential value. Noteworthy, with respect to property acquired for personal, family, or household purposes, replacement value shall mean the price a retail merchant would charge for property of that kind considering the age and condition of the property at the time value is determined. The time for valuation is the date of the filing of the petition, without deduction for cost of sale or marketing.

You will also have to provide our office with your current monthly disposable income. Your income, with certain exemptions, generally is derived from all sources for the past six months. You must also provide our office with your current monthly expenses. We will assist you in comparing your expenses to those with similar living standards.

You must also provide us with a complete list of your creditors. All creditors must be listed, and failure to list could result in the denial of your discharge or dismissal. You must provide us with full addresses, phone numbers, account numbers, amount owed and the date the

account was open. The amount owed is generally the payoff, or an estimate of any potential deficiency. Failure to provide this information could result in the creditor's claim surviving the Bankruptcy. Also, if you pay child support you must provide us with the guardian parent's names, address, phone number and county where you pay support.

Certain property that you own will be considered exempt under current state and federal law. We will assist you in claiming an exemption through your case so this property is not taken by the trustee in a Chapter 7 case, or nonexempt equity does not have to be covered through your repayment plan in a Chapter 13. Failure to disclose or take an exemption in property could result in the loss of that property or an increase in your chapter 13 plan payment.

IMPORTANT INFORMATION ABOUT BANKRUPTCY ASSISTANCE SERVICES FROM A ATTORNEY OR BANKRUPTCY PETITION PREPARER.

If you decide to seek bankruptcy relief, you can represent yourself, can hire an attorney to represent you, or you can get help in some localities from a Bankruptcy petition preparer who is not an attorney. THE LAW REQUIRES AN ATTORNEY OR BANKRUPTCY PETITION PREPARER TO GIVE YOU A WRITTEN CONTRACT SPECIFYING WHAT THE ATTORNEY OR BANKRUPTCY PETITION PREPARER WILL DO FOR YOU AND HOW MUCH IT WILL COST. Ask to see the contract before you hire anyone.

The following information helps you understand what must be done in a routine Bankruptcy case to help you evaluate how much service you need. Although Bankruptcy can be complex, many cases are routine.

Before filing a Bankruptcy case, you or your attorney should analyze your eligibility for different forms of debt relief available under the Bankruptcy Code and which form of relief is most likely to be beneficial for you. Be sure you understand the relief you can obtain and its limitations. To file a Bankruptcy case, documents called a Petition, Schedules and Statement of Financial Affairs, as well as in some cases a Statement of Intention need to be prepared correctly and filed with the bankruptcy court. You will have to pay a filing fee to the Bankruptcy court. Once your case starts, you will have to attend the required first meeting of creditors where you may be questioned by a court official called a "trustee" and by creditors.

If you choose to file a chapter 7 case, you may be asked by a creditor to reaffirm a debt. You may want help in deciding whether to do so. A creditor is not permitted to coerce you into reaffirming your debts.

If you choose to file a chapter 13 case in which you repay your creditors what you can afford over 3 to 5 years, you may also want help with preparing your chapter 13 plan and with the confirmation hearing on your plan which will before a Bankruptcy judge.

If you select another type of relief under the Bankruptcy Code other than chapter 7 or chapter 13, you will want to find out what should be done from someone familiar with that type of relief.

Your Bankruptcy case may also involve litigation. You are generally permitted to represent yourself in litigation in Bankruptcy court, but only attorneys, not Bankruptcy petition preparers, can give you legal advice.